

FOR LEASE:

FAULK TRACT TELECOMMUNICATIONS TOWER

LESSOR:

EAST COVENTRY TOWNSHIP, CHESTER COUNTY, PA.

SUBMIT LEASE PROPOSALS TO:

EAST COVENTRY TOWNSHIP
855 ELLIS WOODS ROAD
POTTSTOWN, PA 19465

ATTN: CASEY LALONDE, TOWNSHIP MANAGER

BY

3:00 P.M. Friday, April 7, 2006

BIDDER'S NAME: _____

TELEPHONE NUMBER: _____

CONTACT NAME: _____

**East Coventry Township
Faulk Tract Telecommunications Tower
Lease Bid Proposal Notice**

East Coventry Township, Chester County, will open sealed bids for the lease of a portion of the Faulk Tract for the installation, operation and maintenance of a telecommunications tower, on Friday, April 7, 2006, at 3:00 p.m. local prevailing time, at the East Coventry Township Building, 855 Ellis Woods Road, Pottstown, PA 19465. The lease shall be for any initial term of five (5) years with three renewal terms of five (5) years each. For more information and/or bid documents, please contact East Coventry Township at 855 Ellis Woods Road, Pottstown, PA 19465, (610) 495-5443, or www.eastcoventry-pa.gov.

Bids shall be accompanied by a money order, certified check or cashier's check, payable to the order of East Coventry Township, or a bond with a corporate surety, in the amount of ten percent (10%) of the sum of twelve monthly rent payments bid for the initial five (5)-year term.

The Township reserves the right to (1) reject any and all lease bids or portions thereof, (2) advertise for new bids, and (3) waive technical defects in any and all bids.

Casey LaLonde, Township Manager

PROOF OF PUBLICATION REQUIRED

EAST COVENTRY TOWNSHIP INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

East Coventry Township (herein called "Township") invites qualified bidders to submit bids for the lease of a portion of Faulk Tract for the installation, operation and maintenance of a telecommunications tower in accordance with the attached specifications. Bid documents and specifications may be secured at the East Coventry Township Building, 855 Ellis Woods Road, Pottstown, PA 19465, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. The bid documents may also be downloaded at www.eastcoventry-pa.gov. No bids will be accepted by the Township later than 3:00 p.m. Friday, April 7, 2006, local prevailing time, at which time the bids will be opened and publicly read aloud.

2. PREPARATION OF BID

Each bid must be submitted on the proper bid proposal form and delivered to the East Coventry Township Building at 855 Ellis Woods Road, Pottstown, PA 19465, to the attention of Casey LaLonde, Township Manager. All blank spaces for bid prices and information must be filled in (in ink or typewritten). Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the bidder and must be clearly marked "Faulk Tract Telecommunications Tower Lease Bid." If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: "East Coventry Township, 855 Ellis Woods Road, Pottstown, PA 19465, Attention: Casey LaLonde, Township Manager". The bid proposals should be assembled and presented to the Township in the following order:

- 1** – Cover sheet from RFP Packet
- 2** – Bid Proposal Form and Signature Page
- 3** – Bid Security
- 4** – Non-Collusion Affidavit

3. HIGHEST RESPONSIVE AND RESPONSIBLE BIDDER

The lease shall be awarded to the "highest responsive and responsible bidder." In awarding the lease, the Township Board of Supervisors shall have the right to take into consideration the following factors, in addition to price: the character, integrity, reputation and judgment of the bidder.

The Township reserves the right to (1) reject any and all lease bids or portions thereof, (2) advertise for new bids, and (3) waive technical defects in any and all bids.

4. BID CHANGES

The Township will not accept any additions, changes, modifications or alterations to bids once they have been received and logged by the Township. All withdrawals of bids will be according to the procedures under Act 4 of 1974. Bids, which contain alterations, omissions or irregularities, or which are incomplete, will be rejected.

5. BID SECURITY

Each bid must be accompanied by a money order or a certified check or cashier's check, made payable to East Coventry Township, or a bond with corporate surety, in the amount of ten percent (10%) of the sum of 12 monthly rent payments bid for the initial five-year term. Said bid security shall be forfeited to the Township in the event the successful bidder neglects or refuses to enter into a written lease agreement with and acceptable to the Township within ten (10) days of the award of the lease to the bidder by the Township Board of Supervisors. After the award of the lease, the bid security of each unsuccessful bidder shall be returned to each such bidder. The bid security of the bidder to whom the contract is awarded shall be returned to that bidder upon the execution and delivery to the Township of the written lease agreement with and acceptable to the Township.

END OF INSTRUCTIONS TO BIDDERS

TECHNICAL SPECIFICATIONS

1. Township is the owner of all that certain tract, containing approximately 13.3 acres, situate along Pennsylvania Route 724 (aka "New Schuylkill Road"), East Coventry Township, Chester County, Pennsylvania, being Chester County Tax Parcel 18-01-0003-E. (herein called the "Faulk Tract").
2. Lessee shall, at its own expense, submit to East Coventry Township an application for approval of a subdivision and land development plan to subdivide the necessary land required for the telecommunications tower and all accessory buildings, fence and landscaping from the 13.3 acres available at the Faulk Tract, together with related easements as may be necessary over other portions of the Faulk Tract. Lessee shall pay all fees and reimburse the Township all expenses for the review and approval of the subdivision and land development application per the Township Subdivision and Land Development Ordinance and adopted Township Fee Schedule.
3. The term of the lease shall be five (5) years with three (3) automatic renewal terms of five (5) years each. The lease term shall begin on the first day of the month immediately following the execution by both Township and Lessee of a Lease Agreement acceptable to the Township. Rent shall be payable in equal monthly installments in advance on or before the 1st of each month. Rent due for each renewal term shall be increased ten percent (10%) over the immediately previous initial term or renewal term as the case may be. The minimum monthly rent payable during the initial five (5) year term shall be \$1,400.00.
4. Lessee may terminate the Lease Agreement at any time during the initial lease term or during any renewal lease term upon prior written notice of termination to the Township, and upon payment to the Township of a termination penalty equal to twelve (12) times the monthly rent payable during the initial or renewal term when termination occurs.
5. Township may terminate the Lease Agreement for any non-cured default by the Lessee upon ninety (90) days prior written notice to Lessee.
6. Lessee shall maintain property and casualty insurance on the portions of the Faulk Tract, which is subject to the lease, with such limits and other provisions as shall be agreeable to the Township. The Township shall be named an additional insured.
7. Lessee shall reimburse the Township up to \$10,000.00 for all professional fees, including legal and engineering fees, incurred by the Township in connection with the negotiation of the Lease Agreement and the review of all plans for the proposed telecommunications tower, equipment building, other improvements, and related easements.

8. Lessee shall be responsible for payment of any and all real property taxes, which may be assessed against the Faulk Tract as a result of the installation, operation and/or maintenance of the telecommunications tower and/or other improvements on the Faulk Tract, or any part thereof, under the lease.
9. Lessee shall be responsible for any and all utility expenses.
10. Lessee will not assign or transfer the lease or sublet all or any portion of the Faulk Tract, which is subject of the lease, without the prior written consent of Township; provided, however, that Lessee will have the right, without notice to or consent of Township, to sublease the portion of the Faulk Tract, which is subject of the lease, or assign its rights under the Lease Agreement in whole or in part to: (a) any entity controlling, controlled by or under common control with Lessee; (b) any entity acquiring substantially all of the assets of Lessee; (c) any entity that is authorized by Lessee to sell telecommunications products or services under the Lessee's brand name or any successor brand name(s); or (d) any successor entity in a merger or consolidation involving Lessee.
11. Subject to applicable zoning and other land use approvals, Lessee will have the right to collocate similar cellular phone service providers on the telecommunications tower to be built on the Faulk Tract under the lease.
12. Upon awarding of the lease to the successful Lessee, Lessee shall apply to the Board of Supervisors for a conditional use per the Township Zoning Ordinance, and shall pay all fees and costs per the adopted Township Fee Schedule. Upon the grant of the conditional use, Lessee shall construct the telecommunications tower, associated accessory buildings, fencing and landscaping in accordance with the conditions set forth in the decision of the Township Board of Supervisors granting the conditional use.
13. The Lessee shall be required to repair any casualty loss, at the expiration or earlier termination of the Lease Agreement, except to the extent caused by or arising from the negligence or intentional misconduct of the Township.
14. Township and Lessee shall execute any and all documents related to the implementation of a Lease Agreement, maintenance agreement or any other agreements that may be required to satisfy the regulatory requirements of a telecommunications tower lease.
15. Township makes no warranties or representations as to the availability of any utilities to or in proximity to any portion of the Faulk Tract as may be necessary for the installation, operation and/or maintenance of the telecommunications tower and/or related improvements.
16. Lessee shall be solely responsible for all site lighting and other security measures, as well as any lighting outage or impairment, unless the outage or impairment is caused by the sole negligence or intentional misconduct of the Township.

17. Additional provisions may be required by the Township as part of the Lease Agreement.
18. NO PROPOSAL FOR LEASE, AS ACCEPTED BY TOWNSHIP, SHALL BE DEEMED TO CONSTITUTE THE LEASE AGREEMENT TO BE EXECUTED BY THE WINNING BIDDER AND THE TOWNSHIP.

END OF TECHNICAL SPECIFICATIONS

BID SIGNATURE FORM

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned, being duly authorized, has executed this Bid

the _____ day of _____, 2006.

Signature

Name of Bidder

Title

Date

Address _____

Telephone _____

FAX _____

BID PROPOSAL FORM

Item	Quantity	Bid
Monthly Rental for Initial Five (5) Year Lease Term (Minimum Bid \$1,400.00 per month)	1	
Monthly Rental for First Renewal Five (5) Year Lease Term (Minimum Bid \$1,540.00 per month)	1	
Monthly Rental for Second Renewal Five (5)- Year Lease Term (Minimum Bid \$1,694.00 per month)	1	
Monthly Rental for Third Renewal Five (5)- Year Lease Term (Minimum Bid \$1,863.40.00 per month)	1	

STATE OF PENNSYLVANIA :
SS.
COUNTY OF _____ :

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